

FILED
Los Angeles Superior Court

OCT 31 2013

John A. Clarke, Executive Officer/Clerk
By SHAUNYA WESLEY, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

BC526333

KIM KARDASHIAN, an individual; and
KANYE WEST, an individual,

Plaintiffs,

vs.

CHAD MEREDITH HURLEY, an individual,
AVOS SYSTEMS, INC., a corporation, and
DOES 1 to 20 inclusive,

Defendants.

Case No.

**COMPLAINT FOR BREACH OF
CONTRACT, FRAUD AND UNJUST
ENRICHMENT**

CIT/CASE: BCE26333
LEN/DEF#:
RECEIPT #: CCH45980129
DATE PAID: 10/31/13 04:24 PM
PAYMENT: \$435.00 310
RECEIVED:
CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

ORIGINAL

72 lwy pwan

10/31/2013

1 For causes of action against defendants Chad Meredith Hurley, AVOS Systems, Inc.
2 ("Avos"), and Does 1 through 20 inclusive, plaintiffs Kim Kardashian and Kanye West allege as
3 follows:

4 **INTRODUCTION**

5 1. This lawsuit, based on the principle that a contract must mean something, seeks to
6 prevent defendant Hurley from profiting from his misconduct in dishonoring contractual
7 commitments he made for the benefit of plaintiffs Kardashian and West.

8 2. Hurley, eager for opportunities to promote his new but foundering business
9 enterprise (MixBit), finagled entry into an exclusive event to which he had not been invited, and
10 which involved two people (Kardashian and West) whom Hurley had never before met.

11 3. After tagging along with someone who was invited, Hurley was permitted to stay
12 only after giving his word – including in writing – that he would not publish any aspect of the
13 event. Such a condition is typical for well-known celebrities such as Kardashian and West, who
14 may choose to record such events and then select the medium, manner and timing by which to
15 disseminate the events to the public.

16 4. Immediately after giving his word to honor the condition required for his
17 attendance at the event, Hurley turned around and violated the condition. Hurley filmed the event
18 – which turned out to involve not merely a birthday celebration for Kardashian, but also an
19 unexpected engagement proposal by West – and then posted it on MixBit.

20 5. That Hurley did these things out of desperation is readily apparent. Despite his
21 extraordinary financial success in creating YouTube, which was sold in 2006, Hurley has ever
22 since sought his "second act." This has become exceedingly elusive to Hurley: in 2010, he
23 unsuccessfully attempted to set up a Formula One racing team, which lost all of its money and was
24 disbanded. In May 2012, Hurley formed a web service named Zeen, which also failed and has
25 been slated for closure in 2013.

26 6. With consecutive flops on his hands, Hurley then launched MixBit, which also
27 quickly ran into trouble. Following a lackluster launch and unsuccessful ensuing debut, Hurley
28 sought to salvage MixBit from its dour beginnings. An opportunity to do so appeared to Hurley

1 when he learned of an October 21, 2013 event featuring West and Kardashian. Despite not being
2 invited, and not knowing either West or Kardashian, Hurley sought to procure his own attendance
3 in order to capitalize on the event and promote MixBit. The number of guests was exceedingly
4 small – only several dozen in total – notwithstanding the enormous size of the venue (AT&T Park,
5 the home of the San Francisco Giants).

6 7. Following his arrival, and as a condition of staying at the event, Hurley was
7 required to – and did – agree not to publish any images of or from the event. Hurley did so
8 verbally, including in writing, and to emphasize the importance of this promise, as well as to
9 prevent its later denial, Hurley was photographed with his signed contract in hand, as is illustrated
10 by the photograph below of Hurley displaying his contractual commitment not to publish anything
11 connected with the event:



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18 8. Hurley is well aware of such contractual restrictions – including not to usurp a
19 person's rights to tell a story on his or her own terms, and for his or her own emotional and
20 financial benefit. Indeed, MixBit itself cautions users to be "thoughtful about what is in your
21 video" because "You are responsible for what you do on the Service" and "If you don't have the
22 right to submit your User Content... it may subject you to liability." Avos and its owners earn
23 their livelihood based on their intellectual property rights, and are extraordinarily attuned to their
24 value and importance.

25 9. Undeterred by the contractual restrictions to which he had just agreed, Hurley opted
26 to exploit and capitalize upon the extreme public interest he knew would attach to the event, in
27 order to boost the fortunes of his underperforming business venture. Hurley did so
28 notwithstanding his knowledge that the exclusive property rights at issue belonged to Kardashian

1 and West and/or their assigns. Nor was it of any concern to Hurley that the very business model
2 of MixBit – one which allows interactive manipulation of images between the person posting an
3 image, and anyone else in the world who wants to change, mock or denigrate it – made it virtually
4 inevitable that the misappropriated images of West proposing to Kardashian would soon be
5 distastefully altered.

6 10. Immediately after dishonoring his agreement and unlawfully exploiting the footage,
7 Hurley compounded his misconduct by publishing a press release, and by publicizing the posting
8 to more than a half million Twitter followers and other potential MixBit customers.

9 **THE PARTIES**

10 11. Plaintiff Kim Kardashian is, and at all times relevant hereto was, an individual
11 residing in the City and County of Los Angeles, State of California.

12 12. Plaintiff Kanye West is, and at all times relevant hereto was, an individual residing
13 in the City and County of Los Angeles, State of California.

14 13. Plaintiffs are informed and believe, and thereon allege, that defendant Hurley is,
15 and at all times relevant hereto was, an individual residing in the State of California.

16 14. Plaintiffs are informed and believe, and thereon allege, that defendant Avos is, and
17 at all times relevant was, a Delaware corporation with its principal place of business in the State of
18 California, and is registered with the California Secretary of State to conduct business in the State
19 of California.

20 15. Plaintiffs are informed and believe, and thereon allege, that Hurley was the co-
21 founder of MixBit, an unknown form of business that is wholly owned by Avos, that Hurley is an
22 officer, director, owner, and/or control person of Avos, and that Hurley further personally acts as
23 Avos' agent for service of legal process.

24 16. Plaintiffs are ignorant of the true names and capacities of defendants sued herein as
25 Does 1 through 20, inclusive, and therefore sues said defendants by such fictitious names.
26 Plaintiffs will amend this Complaint to allege their true names and capacities once they have been
27 ascertained.

28 17. Plaintiffs are informed and believe, and thereon allege, that at all times herein

1 mentioned, each of the defendants was acting as the agent and representative of each of the other
2 defendants, and was acting within the purpose and scope of said agency and representation.
3 Plaintiffs are further informed and believe, and thereon allege, that each of the defendants
4 authorized and ratified the conduct of each of the other defendants that is herein alleged.

5 **AVERMENTS COMMON TO ALL CAUSES OF ACTION**

6 18. Plaintiff Kanye West planned to propose marriage to plaintiff Kim Kardashian. He
7 sought to surprise her by having the event at a baseball stadium, yet to invite a small number of
8 the couple's close friends, preserve the memories on film, and air the film at a time and in a
9 manner of his and Kardashian's choosing.

10 19. As a result, all guests were required to sign a written contract, which defendant
11 Hurley signed on or about October 21, 2013, stating, in pertinent part, "CONFIDENTIALITY: I
12 acknowledge and agree that any and all information disclosed to me or obtained by myself
13 concerning or relating to the Program, including but not limited to... the activities occurring in
14 connection with the Program... (collectively, the 'Confidential Information') shall be strictly
15 confidential, and I hereby agree not to disclose any such Confidential Information to any
16 individual or entity. I acknowledge and agree that any disclosure of such Confidential Information
17 is in violation of this agreement and shall constitute a material breach of this agreement and shall
18 cause Producer and its employees, contractors, agents, licensees and assigns irreparable injury. I
19 further agree that in the event of any disclosure by myself in violation of this agreement, I shall be
20 liable to Producer and its employees, contractors, agents, licensees and assigns, and I agree that
21 Producer and its employees, contractors, agents, licensees and assigns shall have the right to
22 utilize all available remedies in law or equity, including both financial and injunctive relief, to
23 seek retribution for any breach of this confidentiality provision. I expressly agree that Producer
24 and its employees, contractors, agents, licensees and assigns shall be entitled to any and all relief
25 available to Producer and broadcasters as reasonable compensation for the significant harm which
26 will be incurred by Producer and its employees, contractors, agents, licensees and assigns as a
27 result of any such disclosure and/or breach of this agreement by myself." This written contract
28 shall hereinafter be referred to as the "Written Contract."

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1 20. The Producer, as defined in the Written Contract, was M Cable Television, Inc., an
2 entity with whom Kardashian and West frequently work and worked. Plaintiff Kanye West was a
3 contractor of the Producer, having entered into an express contract shortly before the October 21,
4 2013 ceremony for the Producer to have the right to film and broadcast the marriage proposal from
5 Kanye West to Kim Kardashian (the "Event"). Plaintiffs were intended third party beneficiaries of
6 the October 21, 2013 Written Contract between the Producer and Hurley. Further, the rights to
7 sue Hurley under or for breach of the Written Contract and any damages caused by such breach or
8 non-compliance were transferred to E! Entertainment Television, LLC, which assigned such rights
9 to plaintiffs via a written assignment.

10 21. Pursuant to the terms of the Written Contract, "In the event of a dispute arising
11 from or in connection with this agreement, I agree that the internal laws of the State of California
12 shall govern... and that venue for the resolution of any dispute shall be Los Angeles, California."

13 22. Plaintiffs are informed and believe, and on that basis allege, that Hurley was aware
14 that the exclusive rights to broadcast the Event were possessed by a party other than Hurley, Avos,
15 or MixBit.

16 23. Nevertheless, Hurley proceeded to try to turn the event into one starring himself,
17 broadcasting the images he knew were the exclusive property rights of someone else, and acting as
18 if he were a sponsor of the event. By way of example only, and without limitation, Hurley:

- 19 A. Posted a video of the Event of MixBit's website.
20 B. Placed the video on the MixBit website in a manner that would allow others to
21 disassemble, manipulate, and alter it.
22 C. Kept it on the website, even after being contacted by plaintiffs' representatives and
23 being told he had no right to publish images of the Event.
24 D. Tweeted about the Event to the better part of a million people on his Twitter
25 account.
26 E. Went so far as to issue a press release, which he sent to *Vanity Fair* and other
27 publications, as if Hurley were an official spokesperson for, or representative of, Kanye
28 West and Kim Kardashian.

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1 24. Plaintiffs are informed and believe, and on that basis allege, that Hurley acted as
2 aforesaid because he and his YouTube co-founder (who is also a co-founder with Hurley of
3 defendant Avos) had previously sold YouTube for approximately \$1.65 billion, and Hurley was
4 anxious to replicate his success with another enterprise. After the Zeen fiasco and the car racing
5 bust, Hurley and Avos therefore set up MixBit, which "went live" on or about August 8, 2013.
6 Unlike YouTube, on which customers post video images, MixBit emphasizes the importance of its
7 users collaborating with one another by making available readily usable on-line tools permitting
8 them to post video footage and then splice and manipulate the video of one another. It therefore
9 enables and prompts customers to engage in unlimited cross-pollenization, which also very
10 obviously empowers them to commit substantial mischief.

11 25. Defendants purport to protect the creativity that this potentially permits, while
12 simultaneously circumscribing its obvious potential for misuse, by prominently displaying on their
13 website robust rules and guidelines for (a) proper behavior, and (b) protection of the property
14 rights of others. However, while defendants give lip service to these protections, in reality, they
15 fall somewhere between a fig leaf and a smokescreen. By way of example only, and without
16 limitation, in the *MixBit community guidelines* portion of their website, the defendants state:

17 A. ***"Only add content that you create yourself or are authorized to use"*** (emphasis
18 added).

19 B. ***"We allow or encourage you to mix and reuse community video content, but just
20 because something is OK in its original context does not automatically mean it will be
21 acceptable in other projects. It's important to respect the original creator and avoid
22 using content out of context"*** (emphasis added).

23 C. "Content that is ... purely intended to shock audiences will be gated."
24 ***"With great power comes great responsibility... Please don't be a jerk!"*** (emphasis in
25 original).

26 26. Notably, however, in an effort to save costs and maximize profits at the expense of
27 any meaningful enforcement of their Guidelines, defendants' website announces that "we rely on
28 our community to flag content for review where it doesn't meet these guidelines." This is the

1 functional equivalent of a real community with laws but no law enforcement, just occasional and
2 unpredictable roaming gangs of vigilantes.

3 27. Plaintiffs are informed and believe, and on that basis allege, that in the
4 approximately two and one-half months between its launch in early August, 2013, and the Event
5 in late October 2013, MixBit was not successful and had not achieved significant internet traffic or
6 revenue. As a result, defendants decided that they needed something spectacular to re-launch the
7 website and put it on the national (or international) stage. When Hurley heard of the Event, to
8 which he was not invited, he saw his opportunity to crash the party on the coattails of an invited
9 guest and then steal plaintiffs' property. Rather than keep his word and honor his commitment,
10 Hurley – not content with the vast profits he made from selling YouTube – instead elected to
11 renege on his promises and broadcast the Event on MixBit.

12 28. Instead of permitting the organic relationship between or among MixBit customers
13 touted by defendants' new business, in this instance, defendants themselves were the ones not just
14 allowing, but actually *initiating*, the interaction, by seeding their own website with
15 misappropriated property rights of the very nature they warn others not to post.

16 29. The Event took place the night of October 21, 2013. On October 24, 2013,
17 plaintiffs, through legal counsel, communicated by letter with Hurley about the impropriety of his
18 actions.

19 30. However, Hurley, while providing a perfunctory apology, said he "wasn't aware it
20 [his Tweets, MixBit postings, and press releases] would get so much attention." This excuse was
21 duplicitous on its face, as people do not issue press releases for the purpose of *not* attracting
22 attention.

23 31. Hurley also stated that "I only posted it after seeing multiple pictures and videos on
24 Instagram." This, too, was inaccurate and misleading. Virtually all of the images of the Event
25 that were publicly available and broadcast (other than perhaps momentarily) at the time of
26 Hurley's postings were from defendants, and plaintiffs are informed and believe, and on that basis
27 allege, that (a) no other Event guests published press releases on the Event before Hurley did so;
28 and (b) no other Event guests published video of the proposal before Hurley did so.

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1 Consequently, Hurley's excuse for acting improperly (essentially "others also did so, so once I
2 saw that, I thought I would join in") is – apart from being untrue – no excuse at all.

3 32. Moreover, between their receipt of the letter from plaintiffs' lawyer on October 24,
4 2013, protesting defendants' publication of the Event, and the date of the filing of this lawsuit,
5 defendants have done nothing to remove their improperly published images of the Event from
6 their website.

7 33. Kanye West and Kim Kardashian are entertainers. Entertainers get paid for their
8 work. They often sell the rights to filmed events, personal or otherwise. These rights have value
9 in significant part because they require the consent of the party granting the rights, and because
10 these rights are not available to others. Exclusive rights, such as those sold by plaintiffs to
11 publication of video of the Event, are particularly valuable. If people violate these rights of
12 plaintiffs, they are of substantially diminished value.

13 34. Defendants, who are in the intellectual property business, including Hurley – who
14 made a fortune exploiting the filmed images of others – know more than virtually anyone the
15 value of an entertainer's commitment that the rights being sold are – and will remain – with the
16 licensees or purchasers, and only with the licensees or purchasers.

17 35. Defendants also have a specifically – indeed almost uniquely – heightened
18 awareness of both the meaning and the value of intellectual property rights. The intellectual
19 property rights of Avos' investors form the foundation of their business. Defendants' own MixBit
20 website states, in its *Terms of Service* section, under its "**You are responsible for what you do on**
21 **the Service**" (emphasis in original) heading, that "**If you don't have the right to submit your**
22 **User Content for such use, it may subject you to liability**" (emphasis added), and that "**When**
23 **you add content to the Service you are representing that you have all the necessary rights to**
24 **do so**" (emphasis added).

25 36. Under their **Copyrights and Trademarks: Don't Infringe Other People's**
26 **Rights!**" (emphasis in original) caption, defendants further state "We have the right to and will
27 terminate users' accounts if they repeatedly infringe or are believed to be repeatedly infringing
28 other people's rights."

1 37. Another quote from defendants' website is "If you don't have the right to submit
2 your User Content... it may subject you to liability" (emphasis added).

3 38. The MixBit website states that its *Terms of Service* section was established August
4 8, 2013, and was updated September 20, 2013, a mere month before the Event.

5 **FIRST CAUSE OF ACTION**

6 **(Breach of Written Contract Against All Defendants)**

7 39. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

8 40. On or about October 21, 2013, Hurley entered into the Written Contract, quoted in
9 part in paragraphs 19 and 21, above, by which Hurley agreed to maintain the confidentiality of the
10 Event and not to broadcast or otherwise publish images from the Event.

11 41. Plaintiffs West and Kardashian are intended third-party beneficiaries of the Written
12 Contract, the parties to which intended West and Kardashian to benefit from the Written Contract,
13 both financially and by way of maintaining control of the rights to publicize the Event. In
14 addition, the rights to proceed against Hurley under the Written Contract for breach of the Written
15 Contract and all damages resulting therefrom were assigned to plaintiffs, who now own these
16 rights.

17 42. M Cable Television, Inc. and E! Entertainment Television, LLC performed all
18 actions required of them under the Written Contract, except those which were excused by Hurley's
19 breach thereof.

20 43. Hurley, individually and in combination with Avos, breached the Written Contract
21 by publishing video of the Event on their website, MixBit, by publishing information about the
22 Event via Twitter, and by issuing a press release about the Event.

23 44. As a direct and proximate result of defendants' breaches, plaintiffs have been
24 damaged in an amount to be proven at trial, in excess of the jurisdictional minimum of this Court.

25 **SECOND CAUSE OF ACTION**

26 **(Fraud by way of False Promise, Against All Defendants)**

27 45. Plaintiffs reallege and incorporate the allegations contained in the paragraphs above
28 as though fully set forth herein.

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1 46. On or about October 21, 2013, Hurley promised plaintiffs that he would maintain
2 the confidentiality of the Event, and that he would not publish any images or other recordings of
3 or from the Event.

4 47. This promise was important to plaintiffs, and they would not have permitted Hurley
5 to attend the Event had he not given this promise.

6 48. Plaintiffs are informed and based thereon believe that Hurley did not intend to
7 perform this promise when he made it.

8 49. Hurley intended that plaintiffs rely on this promise because Hurley knew that he
9 would not be permitted to attend the Event had he not given this promise.

10 50. Plaintiffs reasonably relied on Hurley's promise. Plaintiffs had no reason to
11 believe that Hurley would not keep his promise.

12 51. Hurley did not maintain the confidentiality of the Event as promised, and did
13 publish images and/or other recordings of the Event as he promised he would not do. As alleged
14 above, Hurley made video recordings of the Event, including the marriage proposal, and, in
15 combination with Avos, published recordings of the Event on the MixBit website. As alleged
16 above, Hurley also violated his promise to maintain the confidentiality of the Event by publishing
17 information about the Event via Twitter and by issuing a press release.

18 52. Plaintiffs were harmed by Hurley's failure to comply with his promise, in an
19 amount to be proven at trial, in excess of the jurisdictional minimum of this Court. Specifically,
20 and by way of example only, the value of the rights to license or sell images and recordings of the
21 Event, and the broadcast value of the Event itself, were diminished by defendants' conduct.
22 Moreover, the value of Kardashian's and West's rights of publicity in the future has been
23 diminished because defendants, through their conduct, have cast a cloud on the exclusivity of any
24 such future rights. Being under the belief that their planned broadcast may be upstaged prior to its
25 publication, purchasers and licensees will not value such intellectual property rights as highly,
26 their revenue sources, including advertisers, will not pay as much for broadcast rights tied to such
27 events, and the value not only of the Event, but of future events, will therefore be diminished, with
28 potential buyers and licensees offering reduced consideration for such rights.

1 53. Plaintiffs' reliance on Hurley's promise was a substantial factor in causing their
2 harm.

3 54. Plaintiffs are informed and based thereon believe that Hurley's actions alleged
4 herein were despicable, fraudulent, oppressive, and done in conscious disregard of plaintiffs'
5 rights, thereby entitling plaintiffs to an award of punitive damages.

6 **THIRD CAUSE OF ACTION**

7 **(Quasi Contract/Unjust Enrichment , Against All Defendants)**

8 55. Plaintiffs reallege and incorporate the allegations contained in the paragraphs above
9 as though fully set forth herein.

10 56. By the conduct alleged above, defendants Hurley and Avos have received a benefit
11 to which they are not entitled, specifically, an increase in the revenues and value of their website,
12 MixBit, through exploitation of images of the Event to which they have no rights, and by their
13 unauthorized and wrongful publication of information about the Event.

14 57. Defendants obtained the aforementioned benefits at plaintiffs' expense. The rights
15 to the Event and to the images they exploited on MixBit are owned by plaintiffs and were not
16 transferred or assigned to defendants.

17 58. As between plaintiffs and defendants, it is unjust for defendants to retain the
18 benefits they obtained by publishing information about the Event and by exploiting images of the
19 Event.

20 59. In these circumstances, a contract should be implied in law by which defendants are
21 required to transfer to plaintiffs all benefits they have realized by publishing information about the
22 Event and by exploiting images of the Event.

23 60. Plaintiffs are therefore entitled to disgorgement and restitution of all benefits
24 obtained by defendants at plaintiffs' expense, in an amount to be proven at trial.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, plaintiffs pray for judgment against defendants as follows:

- 27 1. for compensatory damages according to proof;
28 2. for actual damages according to proof;

- 1 3. for consequential damages according to proof;
- 2 4. for punitive and exemplary damages in an amount appropriate to punish defendants
- 3 and deter others from engaging in similar misconduct;
- 4 5. for disgorgement of all benefits received by defendants by publishing information
- 5 about the Event and by exploiting images of the Event, according to proof; and
- 6 6. for such other relief as is just and proper.

7

8 Dated: October 31, 2013

BROWNE GEORGE ROSS LLP

Eric M. George

Russel F. Wolpert

Ira Bibbero

9

10

11 By 

Eric M. George

12 Attorneys for Plaintiffs KIM KARDASHIAN and

13 KANYE WEST

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FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address):

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles

STREET ADDRESS: 111 North Hill Street

MAILING ADDRESS: same

CITY AND ZIP CODE: Los Angeles, California 90012

BRANCH NAME: Central District

CASE NAME: Kardashian, et al. v. Chad Meredith Hurley, et al.

FILED
 Los Angeles Superior Court

OCT 31 2013

John A. Clarke, Executive Officer/Clerk
 By SHAUNYA WESLEY, Deputy

CASE NUMBER **BC526333****CIVIL CASE COVER SHEET**

- ☒ **Unlimited** (Amount demanded exceeds \$25,000) ☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

- ☐ **Counter** ☐ **Joinder**
 Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

JUDGE:

DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)☐ Product liability (24)☐ Medical malpractice (45)☐ Other PI/PD/WD (23)**Non-PI/PD/WD (Other) Tort**☐ Business tort/unfair business practice (07)☐ Civil rights (08)☐ Defamation (13)☐ Fraud (16)☐ Intellectual property (19)☐ Professional negligence (25)☐ Other non-PI/PD/WD tort (35)**Employment**☐ Wrongful termination (36)☐ Other employment (15)**Contract**☒ Breach of contract/warranty (06)☐ Rule 3.740 collections (09)☐ Other collections (09)☐ Insurance coverage (18)☐ Other contract (37)**Real Property**☐ Eminent domain/inverse condemnation (14)☐ Wrongful eviction (33)☐ Other real property (26)**Unlawful Detainer**☐ Commercial (31)☐ Residential (32)☐ Drugs (38)**Judicial Review**☐ Asset forfeiture (05)☐ Petition re: arbitration award (11)☐ Writ of mandate (02)☐ Other judicial review (39)**Provisionally Complex Civil Litigation**
(Cal. Rules of Court, rules 3.400–3.403)☐ Antitrust/Trade regulation (03)☐ Construction defect (10)☐ Mass tort (40)☐ Securities litigation (28)☐ Environmental/Toxic tort (30)☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)**Enforcement of Judgment**☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**☐ RICO (27)☐ Other complaint (not specified above) (42)**Miscellaneous Civil Petition**☐ Partnership and corporate governance (21)☐ Other petition (not specified above) (43)2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
 b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 3

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 31, 2013

Eric M. George

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36) Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 12 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

ORIGINAL

Auto
TortOther Personal Injury/Property
Damage/Wrongful Death Tort

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|--|
| Auto (22) | <input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death | 1., 2., 4. |
| Uninsured Motorist (46) | <input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist | 1., 2., 4. |
| Asbestos (04) | <input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death | 2. 2. |
| Product Liability (24) | <input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental) | 1., 2., 3., 4., 8. |
| Medical Malpractice (45) | <input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice | 1., 4. 1., 4. |
| Other Personal Injury Property Damage Wrongful Death (23) | <input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death | 1., 4. 1., 4. 1., 3. 1., 4. |



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Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

| A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|---|---|--|
| Business Tort (07) | <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract) | 1., 3. |
| Civil Rights (08) | <input type="checkbox"/> A6005 Civil Rights/Discrimination | 1., 2., 3. |
| Defamation (13) | <input type="checkbox"/> A6010 Defamation (slander/libel) | 1., 2., 3. |
| Fraud (16) | <input type="checkbox"/> A6013 Fraud (no contract) | 1., 2., 3. |
| Professional Negligence (25) | <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal) | 1., 2., 3. 1., 2., 3. |
| Other (35) | <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort | 2., 3. |
| Wrongful Termination (36) | <input type="checkbox"/> A6037 Wrongful Termination | 1., 2., 3. |
| Other Employment (15) | <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals | 1., 2., 3. 10. |
| Breach of Contract/ Warranty (06) (not insurance) | <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence) | 2., 5. 2., 5. 1., 2., 5. 1., 2., 5. |
| Collections (09) | <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case | 2., 5., 6. 2., 5. |
| Insurance Coverage (18) | <input type="checkbox"/> A6015 Insurance Coverage (not complex) | 1., 2., 5., 8. |
| Other Contract (37) | <input checked="" type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence) | 1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8. |
| Eminent Domain/Inverse Condemnation (14) | <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____ | 2. |
| Wrongful Eviction (33) | <input type="checkbox"/> A6023 Wrongful Eviction Case | 2., 6. |
| Other Real Property (26) | <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure) | 2., 6. 2., 6. 2., 6. |
| Unlawful Detainer-Commercial (31) | <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer-Residential (32) | <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction) | 2., 6. |
| Unlawful Detainer- Post-Foreclosure (34) | <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure | 2., 6. |
| Unlawful Detainer-Drugs (38) | <input type="checkbox"/> A6022 Unlawful Detainer-Drugs | 2., 6. |



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| | A Civil Case Cover Sheet Category No. | B Type of Action (Check only one) | C Applicable Reasons - See Step 3 Above |
|----------------------------------|--|--|--|
| Judicial Review | Asset Forfeiture (05) | <input type="checkbox"/> A6108 Asset Forfeiture Case | 2., 6. |
| | Petition re Arbitration (11) | <input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration | 2., 5. |
| | Writ of Mandate (02) | <input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review | 2., 8. 2. 2. |
| | Other Judicial Review (39) | <input type="checkbox"/> A6150 Other Writ/Judicial Review | 2., 8. |
| Provisionally Complex Litigation | Antitrust/Trade Regulation (03) | <input type="checkbox"/> A6003 Antitrust/Trade Regulation | 1., 2., 8. |
| | Construction Defect (10) | <input type="checkbox"/> A6007 Construction Defect | 1., 2., 3. |
| | Claims Involving Mass Tort (40) | <input type="checkbox"/> A6006 Claims Involving Mass Tort | 1., 2., 8. |
| | Securities Litigation (28) | <input type="checkbox"/> A6035 Securities Litigation Case | 1., 2., 8. |
| | Toxic Tort Environmental (30) | <input type="checkbox"/> A6036 Toxic Tort/Environmental | 1., 2., 3., 8. |
| | Insurance Coverage Claims from Complex Case (41) | <input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only) | 1., 2., 5., 8. |
| Enforcement of Judgment | Enforcement of Judgment (20) | <input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case | 2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9. |
| | RICO (27) | <input type="checkbox"/> A6033 Racketeering (RICO) Case | 1., 2., 8. |
| | Other Complaints (Not Specified Above) (42) | <input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex) | 1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8. |
| | Partnership Corporation Governance (21) | <input type="checkbox"/> A6113 Partnership and Corporate Governance Case | 2., 8. |
| | Other Petitions (Not Specified Above) (43) | <input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition | 2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9. |



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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

| | | |
|---|---------------------|--|
| REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. | | ADDRESS: 5750 Wilshire Boulevard |
| CITY: Los Angeles | STATE: CA | ZIP CODE: 90036 |

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: October 31, 2013


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 Eric M. George

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.



10/31/2013